

AMENDMENT NO. 6 TO LEASE NO. 11210

PARCEL NO. 21, MARINA DEL REY

THIS AMENDMENT TO LEASE made and entered into this 11th
day of February, 1981

BY AND BETWEEN

COUNTY OF LOS ANGELES, hereinafter
referred to as "County"

AND

HOLIDAY MARINAS, INC., a
California Corporation
hereinafter referred to as "Lessee,"

WITNESSETH:

WHEREAS, Lessee and County entered into a lease and agreement
on August 27, 1966, under the terms of which County leased
to Lessee that certain real property located in the Marina del Rey
Small Craft Harbor commonly known as Parcel No. 21; and

WHEREAS, it is in the best public interest that the Marina
del Rey be used for the maximum enjoyment of recreational facilities
by the greatest number of people; and

WHEREAS, yacht clubs have historically been essential to
harbors in that they plan and conduct regattas, races, educational
activities and junior programs and other competitive events; and

WHEREAS, yacht clubs in the Marina del Rey have initiated
and conducted programs in boating safety, boat handling, junior
programs and similar activities without cost to the County; and

WHEREAS, yacht clubs provide guest slips and landside
facilities for visiting yachtsmen on a reciprocal basis without
cost to the County; and

WHEREAS, said yacht clubs by conducting the aforementioned
activities have contributed greatly to the development and prosperity
of the Marina del Rey Small Craft Harbor; and

WHEREAS, the steady growth in the number of pleasure craft berthed in Marina del Rey has not been accompanied with a companion growth in the number of persons belonging to organized yachting clubs, resulting in an increased economic burden on said clubs in maintaining the desired aforementioned programs; and

WHEREAS, it is to the best interest of County and Lessee to insure a continuation of the aforementioned programs which are in the public interest and to afford economic relief to those yacht clubs located at Marina del Rey that provide a publicly-oriented series of regattas and races, proper boat handling instructions, boating safety programs, and junior programs;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained hereinbelow, the parties and each of them do agree as follows:

1. Where a Lessee and/or sublessee operates and/or maintains a yacht club on the leasehold premises and accepts the terms and conditions of Section 2 of this amendment, Subsection (m) of Section 13 shall be deemed nonapplicable and Subsection (a) is amended and Subsection (u) is added to Section 13 (Percentage Rentals) of said lease as follows:

"(a) TWENTY PERCENT (20%) of gross receipts from the rental or other fees charged for the use of boat slips, anchorages, moorings, dockside gear lockers or storage space, and such other facilities and services ancillary thereto as are provided in common to all tenants, provided however that where Lessee operates an anchorage, mooring, or boat slips and ancillary facilities, in conjunction with a yacht club, all gross receipts from said operation shall cover all costs for above facilities included but not limited to investment, operating and administration costs and overhead."

"(u) TEN PERCENT (10%) of gross receipts from yacht club dues, initiation fees and assessments, except that special assessments are exempt provided that to qualify for such an exemption Lessee must comply with the 'Criteria for Eligibility for Exemption of Special Assessments from Gross Receipts' issued by the Director.

2. Section 50 (Miscellaneous) is hereby added to said lease:

"It is agreed that one primary purpose of yacht clubs is to provide for a continuing and on-going program in boating instruction and safety and to contribute to the pleasure of private boat ownership by participation in yachting regattas and similar competitive events. To that end Lessee agrees and covenants as follows:

"a. It will conduct races and regattas that promote Marina del Rey.

"b. It will participate annually in one regatta that will be open to the entire Marina del Rey boating public.

"c. It will conduct annually two educational classes that are open to the boating public.

"d. It will actively conduct boating and safety programs that assist the Harbor Patrol and Coast Guard in their functions.

"e. It will make facilities available to the Coast Guard Auxiliary and U.S. Power Squadron for educational purposes for at least one class per year upon request.

"f. It will conduct an active marine ecology program for the benefit of the Marina del Rey Harbor.

"g. It will continue to act as unofficial host to visiting yachtsmen on a reciprocal basis, including providing guest slips and club facilities as available.

"h. It will promote youth interest in individually or jointly hosting a regatta once a year."

3. An annual report shall be submitted describing the manner in which the requirements of Section 2 have been satisfied. The manner and time for filing this report will be described in a policy statement to be issued by the Director.

4. The effective date of this amendment to lease shall be the first day of the month following execution by the Chairman of the Board of Supervisors.

5. Any and all other terms and conditions contained in the lease shall remain in full force and effect and are hereby reaffirmed.

IN WITNESS WHEREOF, THE COUNTY OF LOS ANGELES, by order of its Board of Supervisors, has caused this amendment to lease to be subscribed by the Chairman of said Board and attested by the Executive Officer-Clerk thereof, and the Lessee has executed the same the day, month, and year first hereinabove written.



(Seal)

HOLIDAY MARINAS, INC. a California Corporation

By John B. Flitz, Pres
By Robert W. Rockwell, Sec. Treas.

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

ATTEST:
JAMES E. MIZE, Executive Officer-Clerk of the Board of Supervisors

By Darlene Hudson
Deputy

129 JUN 5, 1973

James E. Mize
JAMES E. MIZE
EXECUTIVE OFFICER

APPROVED AS TO FORM:

COUNTY OF LOS ANGELES

JOHN H. LARSON
County Counsel

By Robert W. Rockwell
Deputy

By Carl D. Edelman
Chairman, Board of Supervisors

STATE OF CALIFORNIA }
COUNTY OF Los Angeles } SS.

On January 12, 1981, before me, the undersigned, a Notary Public in and for said State, personally appeared John G. Fleitz, President and Robert M. Biedenharn, Sec. Treas. of Holiday Marinas, Inc. A Calif. Corporation known to me to be the person(s) whose name(s) are subscribed to the within Instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.



Lorraine A. Duffy
(Notary Public's Signature)

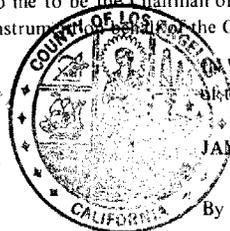
023200 12-76* 25 PS Individual Notarial Acknowledgment

STATE OF CALIFORNIA }
County of Los Angeles } SS

On this 11th day of February, A.D., 19 81, before me JAMES S. MIZE, Executive Officer — Clerk of the Board of Supervisors of the County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared

EDMUND D. EDELMAN

known to me to be the Chairman of the Board of Supervisors of the County of Los Angeles and the person who executed the within instrument of the County therein named, and acknowledged to me that such County executed the same.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year of this certificate first above written.

JAMES S. MIZE, Executive Officer — Clerk of the Board of Supervisors

By Darlene Hudson

Deputy

BSD 22

81- 238555

LEGAL DESCRIPTION

Marina Del Rey
Lease Parcel No. 21 (3rd Amendment)

Parcels 263 to 286 inclusive, in the County of Los Angeles, State of California, as shown on Los Angeles County Assessor's Map No. 88, recorded in Book 1, pages 53 to 70 inclusive, of Assessor's Maps, in the office of the Recorder of said county.

Reserving and excepting therefrom unto the County of Los Angeles easements for sanitary sewer, fire access and harbor utility purposes over those portions thereof designated on said map to be reserved by said county for such purposes.

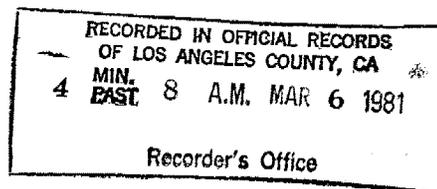
Also reserving and excepting therefrom unto the County of Los Angeles an easement for drainage purposes in and across that portion of above described parcel of land which lies within the southerly 4 feet of the westerly 12 feet of the easterly 22 feet of said Parcel 285.

DESCRIPTION APPROVED
SEP 18 1962

JOHN A. LAMBIE

County Engineer

BY *Edgar J. ...* DEPUTY



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